

RESOLUTION TO CONFIRM LOAN WITH CINCINNATI EQUITY FUND

BY THE BOARD:

WHEREAS, in connection with the expansion of the Cincinnati convention facilities the Cincinnati Equity Fund (CEF) has committed to provide a portion of the funding necessary for the financing of the expansion of the Cincinnati Convention Center; and

WHEREAS, the CEF has agreed to provide partial funding to the Hamilton County Convention Facilities Authority (CFA) in the form of a subordinated loan up to a maximum Ten Million Dollars (\$10,000,000.00); and

WHEREAS, the proposal set forth by the CEF provides for the private placement of junior subordinated bonds to repay the loan by the CEF; and

WHEREAS, the structure of the loan from CEF has been set out in a letter to the City of Cincinnati dated September 30, 2002 which was further updated in a revision on December 17, 2002.

NOW, THEREFORE, BE IT RESOLVED that the plan of the CEF for the loan of up to Ten Million Dollars (\$10,000,000.00) to the Hamilton County Convention Facilities Authority (CFA) is hereby adopted in accordance with the letter from the CEF updated on December 17, 2002, a copy of which is attached hereto.

BE IT FURTHER RESOLVED that bond counsel for the CFA is hereby authorized to prepare all documents necessary to carry out the terms of the loan agreement with the CEF as outlined in the draft of the letter dated December 17, 2002.

BE IT FURTHER RESOLVED that Chairperson and Treasurer of the CFA are hereby authorized to execute all documents necessary to carry out the terms of the CEF loan plan.

ADOPTED at a regularly adjourned meeting of the Hamilton County Convention Facilities Authority this 28th day of February, 2003.

Mr. Brehm Aye      Mr. Comisar Aye      Mr. Grypp Absent      Mr. Kearney Aye

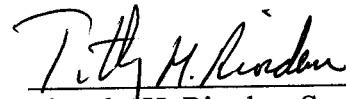
Mr. Lovitt Aye      Ms. McFarlin Aye      Mr. Meyer Aye      Mr. Parham Aye

Mr. Schutte Aye      Mr. Sumner Aye      Ms. Wagner Aye

CERTIFICATE OF SECRETARY

IT IS HEREBY CERTIFIED that the foregoing is a true and correct copy of a transcript of a resolution adopted by the Board of Directors of the Hamilton County Convention Facilities Authority in session this 28th day of February, 2003.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Hamilton County Convention Facilities Authority this 28th day of February, 2003.

  
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Timothy H. Riordan, Secretary  
Hamilton County Convention  
Facilities Authority

September 30, 2002

**For Purposes of Discussion Only  
Proposed Compromise CEF Draft  
12/17/02**

Mr. Timothy H. Riordan  
Deputy City Manager  
City Hall, Suite 104  
Cincinnati, OH 45202

Re: Proposed Convention Center Expansion Project

Dear Tim:

This letter represents principal terms of a proposed financing by The Cincinnati Equity Fund, Ltd. ("CEF") of a portion of the Convention Center Expansion project. CEF would, in any such proposed financing, provide a subordinated loan to Convention Facilities Authority for Hamilton County, Ohio (the "Issuer") with respect to the above captioned project (the "Project") structured as a private placement of junior subordinated bonds ("Junior Subordinated Bonds"), subject to the following terms, conditions and contingencies. This letter is based on information you have provided and representations you have made, all of which are deemed material to this proposed financing. Any changes in such information may lead CEF to reconsider its participation in the proposed financing and/or the terms and conditions of its participation.

Issuer:	Convention Facilities Authority for Hamilton County, Ohio
Principal Amount of Junior Subordinated Bonds:	Maximum of \$10,000,000. It has been represented to CEF that the Project will be designed to a budget of \$145,000,000 (including an \$11,400,000 construction and soft cost contingency). The parties recognize that, given the Project's renovation aspects, unforeseen conditions in the existing building or other unanticipated factors may result in unexpected additional costs. Therefore, an additional contingency budget, solely for such unexpected additional costs, of \$15,000,000 will be included in a maximum total Project budget of \$160,000,000. Any savings in the Project's total as-designed budgeted costs of \$145,000,000 shall be applied to reduction of the budgeted principal amount of the Junior Subordinated Bonds issued to CEF on a dollar-for-dollar basis. Any newly identified sources of Project funding or increases in Project funding over budgeted amounts from targeted sources which, in the aggregate with currently budgeted sources, exceed the lesser of total Project costs or \$160,000,000 shall be applied, on a dollar-for-dollar basis, to a reduction of the budgeted principal amount of the Junior Subordinated Bonds issued to CEF.
Commitment Fee:	None.

**Maturity:**

A term of ten (10) years. However, the term of the Junior Subordinated Bonds may, if (but only if) there then exists no default under the Junior Subordinated Bonds and only in certain circumstances specified below, be extended, at the Issuer's option, to a term not to exceed thirty three (33) years (subject to resolution of legal issues relating to the scheduled dissolution of CEF in 2020 and to the legal status of the Junior Subordinated Bonds under the enabling legislation).

The term of the Junior Subordinated Bonds may be extended, and the payment structure of the Junior Subordinated Bonds simultaneously converted from a regularly amortizing security to a cash-flow based security, if any of the Junior Subordinated Bonds remain outstanding at the conclusion of the ten (10) year Amortization Schedule set forth on Schedule 1 to Exhibit A hereto. If the term of the Junior Subordinated Bonds is so extended and the payment structure is so converted, all "Available Cash Flow" (defined below) shall be applied to the repayment of the Junior Subordinated Bonds.

If the term of the Junior Subordinated Bonds is so extended and the payment structure so converted, then, if the Junior Subordinated Bonds have not been repaid upon maturity of the Senior Lien Revenue Bonds and Senior Subordinated Bonds, the full proceeds of the Countywide and Citywide Hotel-Motel taxes previously servicing that debt (and not just Available Cash Flow) shall be applied to the repayment of the Junior Subordinated Bonds.

Whether or not the term of the Junior Subordinated Bonds is so extended and the payment structure so converted, then the Junior Subordinated Bonds shall become due and payable in connection with any sale or refinancing of the Project (except for sale or refinancing transactions that are undertaken solely for the purpose of reducing then current debt service requirements (*i.e.*, to take advantage of lower interest rates)) or upon any material expansion of the Project subsequent to the renovation and expansion that is the subject of this letter.

Whether or not the term of the Junior Subordinated Bonds is so extended and the payment structure so converted, there shall be no restriction on prepayment of the Junior Subordinated Bonds issued to CEF.

**Borrowing Rate:**

The Base Rate of interest for the Junior Subordinated Bonds shall be 2% *per annum*, payable (together with the principal amortization payment, if any, then due) quarterly in arrears computed for actual days elapsed in a 360-day year. Interest payment dates shall be the first day of each calendar quarter. The Issuer may, after not less than ten (10) days prior written notice to the holders of the Junior Subordinated Bonds, elect to defer the payment of principal (if any) and interest on the Junior

Subordinated Bonds due in any calendar quarter if (but only if) "Junior Subordinated Bonds-Designated Proceeds" (defined in Exhibit A) and "other cash flow" (corresponding to clause (iv) in the definition of Available Cash Flow) are insufficient to make such quarterly payment of principal (if any) and interest. Interest at the Base Rate of interest shall accrue on all payments of principal and interest so deferred.

While the Junior Subordinated Bonds are regularly amortizing securities, the "Junior Subordinated Bonds-Designated Proceeds" used to service the Junior Subordinated Bonds shall be applied first to deferred installments of principal and accrued and unpaid interest, second to regularly scheduled payments of principal and interest and third to reduce the principal amount of Junior Subordinated Bonds then outstanding (on the terms set forth below in "Amortization Schedule").

Post-  
Extension/Conversion  
Borrowing Rate:

If the term of the Junior Subordinated Bonds is extended and the payment structure converted from a regularly amortizing security to a cash-flow based security, the Base Rate of interest shall be the rate then paid on the Senior Lien Revenue Bonds plus 100 basis points, payable out of "Available Cash Flow" quarterly in arrears computed for the actual days elapsed in a 360-day year. Interest payment dates shall be the first day of each calendar quarter. If the term of the Junior Subordinated Bonds is so extended and the payment structure so converted, then, to the extent that Available Cash Flow is insufficient in amount to pay interest on the Junior Subordinated Bonds on a current basis, interest shall be accrued. Interest at the Base Rate of interest then in effect shall accrue on all deferred interest payments. If the term of the Junior Subordinated Bonds is extended and the payment structure converted from a regularly amortizing security to a cash-flow based security, then, to the extent that Available Cash Flow exceeds the amounts necessary to pay all current interest and all deferred interest on the Junior Subordinated Bonds, the excess Available Cash Flow shall be applied to reduce the outstanding principal amount of the Junior Subordinated Bonds.

As used in this letter, "Available Cash Flow" means all direct revenue sources of the Issuer, including but not limited to (i) the proceeds of the 3.5% increase in Countywide Hotel-Motel Taxes (initial annual proceeds estimated to be \$5,000,000); (ii) subject to the provisions of the paragraph hereof captioned "Security," the proceeds of Citywide Hotel-Motel Taxes (initial annual proceeds estimated to be \$1,800,000, pledged to the Borrower after the Borrower takes out certain City of Cincinnati notes); (iii) net City of Cincinnati lease payments of not less than \$1,000,000 per year; and (iv) other cash flow; less (a) debt service payments on the Senior Lien Bonds (estimated annual payments of \$4,500,000); (b) payments to the Senior Subordinated Debt Trustee to

service the Senior Subordinated Bond Fund (estimated annual payments of \$3,000,000) and to maintain Operating and Maintenance Reserves and Capital Repairs and Replacement Reserves, the two equal to 10% of the annual Senior Subordinated Bond Fund service (estimated to require total annual payments of \$300,000); and (c) annual payments, if required, to maintain a Revenue Stabilization Reserve at \$3,000,000; and (d) annual payments, if any, required to service additional debt, as accepted by CEF, that is funded entirely by cash flow streams from newly identified sources of Project funding, or increases in Project funding over budgeted amounts from targeted sources. No other deductions from Available Cash Flow shall be permitted prior to repayment of the Junior Subordinated Bonds.

Additional cash flow may be available from two targeted capital sources. A Capital Grant from the State of Ohio (target of \$20,000,000) may be available in State budget year 2004 or later and a contribution from the Greater Cincinnati Convention and Visitors Bureau ("GCCVB") will be requested in the amount of \$1,000,000 per year for ten years.

After the Junior Subordinated Bonds are converted to cash-flow based securities, Available Cash Flow shall be applied first to accrued and unpaid interest, with the balance applied to reduction of the outstanding principal amount of the Junior Subordinated Bonds.

#### Amortization Schedule

The amortization schedule for the Junior Subordinated Bonds is set forth on Exhibit A attached hereto and incorporated herein. It is understood that payments of amortized principal and interest will be made from proceeds of the 3.5% increase in Countywide Hotel-Motel Taxes, of the sum of the April 2002 1.5% increase and the September 2002 1.0% increase in Citywide Hotel-Motel Taxes and of the net City of Cincinnati lease payments of not less than \$1,000,000 per year in excess of the amount set forth in the Convention Center Expansion Pro Forma (Attachment 2), as described on Exhibit A ("Junior Subordinated Bonds-Designated Proceeds") and from "other cash flow" (corresponding to clause (iv) in the definition of Available Cash Flow). For the avoidance of doubt, Junior Subordinated Bonds-Designated Proceeds are a subset of Available Cash Flow.

After the regularly scheduled principal amortization payment on the Junior Subordinated Bonds is made (and any and all deferred installments of principal and all accrued but unpaid interest on the Junior Subordinated bonds shall have been paid from Junior Subordinated Bonds-Designated Proceeds), if there remain proceeds of the 3.5% increase in Countywide Hotel-Motel Taxes ("Additional County Proceeds"), fifty percent (50%) of such Additional County Proceeds will

be used to reduce the principal amount of Junior Subordinated Bonds then outstanding (with prepayment amounts being applied in reverse order (i.e., dollars will first be credited against the final principal payment due)) and the remaining fifty percent (50%) will be used for the future renovation or expansion of the Sharonville Convention Center, up to an amount approved by Hamilton County, with the mechanics of such use of Additional County Proceeds to be set forth in a protocol mutually acceptable to CEF, the Issuer, the City of Cincinnati and Hamilton County.

After the regularly scheduled principal amortization payment on the Junior Subordinated Bonds is made (and any and all deferred installments of principal and all accrued but unpaid interest on the Junior Subordinated Bonds shall have been paid from Junior Subordinated Bonds-Designated Proceeds), if there remains, after all regular debt service on the Senior Lien Revenue Bonds and the Senior Subordinated Bonds has been fully paid, Available Cash Flow of the types described in clauses (ii), (iii) and (iv) in the definition of "Available Cash Flow" above, such Available Cash Flow will be used to reduce the principal amount of Junior Subordinated Bonds then outstanding (with prepayment amounts being applied in reverse order).

Any newly identified sources of Project funding or increases in Project funding over budgeted amounts from targeted sources which, in the aggregate with currently budgeted sources, exceed the lesser of total Project costs or \$160,000,000 shall be used to reduce the principal amount of Junior Subordinated Bonds then outstanding (with prepayment amounts being applied in reverse order).

**Funding:**

CEF funds shall be provided from time to time after the initial closing of the Junior Subordinated Bonds transaction and after full disbursement of other committed and available funding sources on an as needed basis to satisfy expansion or renovation and related soft costs.

**Purpose:**

All proceeds from issuance of Junior Subordinated Bonds shall be disbursed through a mutually acceptable escrow agent. The escrow agent shall provide a monthly reconciliation of Project funds from all sources disbursed each month with cumulative totals.

**Description of Indebtedness:**

To provide funding of the renovation of approximately 548,000 square feet and expansion of approximately 184,000 square feet of the Cincinnati Convention Center. Junior Subordinated Bonds. Subordinated only to future Senior Lien Revenue Bonds and issued Senior Subordinated Bonds, together not to exceed a total of \$120,000,000 in principal amount, but senior to all other indebtedness. In other words, the Junior Subordinated Bonds issued to CEF will be subordinated to a maximum of \$120,000,000 in

principal amount of senior debt, and no more. Principal amounts paid on senior debt may not be reborrowed. Terms of Senior Lien Revenue Bonds and the Senior Subordinated Bonds that pertain to the relative preferences, privileges, rights and priorities, including the priority of claims to Available Cash Flow, of the Senior Lien Revenue Bonds, Senior Subordinated Bonds and Junior Subordinated Bonds shall in all respects be acceptable to CEF and its legal counsel.

The amount of debt senior to CEF's Junior Subordinated Bonds may be increased, with CEF's acceptance, by an amount that is wholly funded and repaid by cash flow streams generated from newly identified sources of Project funding, or increases in Project funding over budgeted amounts from targeted sources.

**Security:**

CEF to be assured of the priority of its claim, upon extension of the term of the Junior Subordinated Bonds and conversion of the payment structure, to Available Cash Flow to service the Junior Subordinated Bonds. CEF also to be assured that all Citywide Hotel-Motel Taxes are used for Cincinnati Convention Center purposes, with no more than fifty percent (50%) of the existing three percent (3%) Citywide Hotel-Motel Taxes and none (0%) of the September 2002 one percent (1%) increase thereof to be used for Cincinnati Convention Center operations. CEF to be further assured that all proceeds from the 3.5% increase in Countywide Hotel-Motel Taxes are used for Cincinnati Convention Center debt service purposes or Sharonville Convention Center renovation or expansion purposes, as described above in "Amortization Schedule". To the extent permitted by applicable law, a leasehold mortgage on the Issuer's interest in the Cincinnati Convention Center located in the block bounded by Elm Street, Fifth Street, Sixth Street and Central Avenue.

**Mandatory Payment:**

Whether or not the term of the Junior Subordinated Bonds is extended and the payment structure converted from a regularly amortizing security to a cash-flow security, then, subject to the rights and priorities of the holders of the Senior Lien Revenue Bonds and Senior Subordinated Bonds, mandatory repayments shall be made to the extent available from the net proceeds from: (1) sale or other transfer of the Convention Center property (the "Property") (except transactions for the sole purpose of reducing then current debt service requirements (*i.e.*, to take advantage of lower interest rates)); (2) eminent domain or condemnation awards with respect to the Project or the proceeds of transfers in lieu of condemnation; (3) casualty loss insurance recoveries to the extent the affected assets are not replaced; (4) proceeds of Project refinancing (except transactions for the sole purpose of reducing then current debt service requirements (*i.e.*, to take advantage of lower interest rates)). Mandatory repayment of the Junior Subordinated Bonds shall also be required, subject to the rights and priorities of the holders of the Senior Lien Revenue Bonds and Senior Subordinated Bonds,



Closing Costs/CEF  
Expenses:

upon any material expansion of the Project subsequent to the renovation and expansion that is the subject of this letter.

Issuer shall pay reasonable and customary closing costs as may be incurred by CEF and direct expenses in connection with CEF's administration of the Junior Subordinated Bonds. In the absence of a default by Issuer under the Junior Subordinated Bonds, such costs and expenses in total shall not exceed \$60,000.

Governance:

A program manager has been appointed to assist the Issuer in oversight of Project development. The appointment and role of the Project's program manager, as communicated to CEF, are acceptable to CEF. Further, a development committee, the proposed make-up of which is acceptable to CEF, shall be appointed to review and monitor the Project, and this committee shall have input on design, cost and schedule issues. One (1) development committee member shall be appointed by CEF.

Conditions to  
Funding:

- Enabling legislation of the budgeted City and County Hotel/Motel Taxes for a period of not less than the period required to repay the CEF Junior Subordinated Bonds and all accrued interest is approved by all necessary governmental bodies.
- Issuer receives written commitments for Senior Lien Revenue Bonds and Senior Subordinated Bonds totaling net proceeds of not less than \$115,000,000 ( $\pm$  \$750,000), and total proceeds not exceeding \$120,000,000.
- Issuer receives a commitment from Hamilton County for a one-time lump sum payment of at least \$1,750,000 within thirty (30) days from the commencement of collection of the 3.5% additional Countywide Hotel-Motel Taxes together with a commitment for payment of not less than \$250,000 per year for a term of not less than 30 years beginning in 2005.
- Issuer receives a lease commitment from the City of Cincinnati for a term of not less than 30 years requiring payments of not less than \$1,000,000 per year.
- Issuer receives written commitments for private contributions to the Project totaling not less than \$10,000,000.
- Issuer takes all actions necessary or appropriate to authorize the issuance, and to issue, the Junior Subordinated Bonds.
- Issuer delivers to CEF a legal opinion of nationally recognized bond counsel reasonably acceptable to CEF with respect to the authorization, issuance, validity and compliance with applicable law of the Junior Subordinated Bonds.

- Issuer or its agents develop a marketing plan (which marketing plan shall not involve the Issuer's issuance of any debt or incurrence by Issuer of any obligations senior to the Junior Subordinated Bonds issued to CEF except debt secured by annual Naming Rights payments, in lieu of a lump sum payment, may be issued in an amount which is wholly funded and repaid by such Naming Rights annual payments) to identify potential sources of Naming Rights sale proceeds totaling not less than \$10,000,000.
- Issuer and its agents shall diligently exercise full best efforts to obtain funding commitments from the State of Ohio and GCCVB, as described above, as well as from any potential capital sources identified in the future.
- The final financing structure terms relating to the relative preferences, privileges, rights and priorities of the Senior Lien Revenue Bonds, Senior Subordinated Bonds and Junior Subordinated Bonds shall be acceptable to CEF and there shall be no increase in as-designed budgeted costs of \$145,000,000, except as described in the paragraph above captioned "Principal Amount of Junior Subordinated Bonds." Issuer shall provide a final Project budget certified by Issuer, the Construction Manager and Project Architect.
- Survey, title and easements and evidence of compliance with all zoning and building regulations shall be acceptable to CEF and its legal counsel.
- Issuer shall provide evidence of insurance coverage including Builder's Risk, Fire and Extended Coverage, general public liability insurance, workman's compensation and such other coverages as are typically required in secured bond indentures and written by insurers admitted to write such insurance in and in good standing with the State of Ohio.
- Other terms and conditions that CEF believes are prudent to maintain the integrity of its investment.

Ongoing  
Requirements:

Terms of the Junior Subordinated Bonds shall include customary affirmative and negative covenants such as maintenance of the Property, right of CEF inspection, Available Cash Flow audit rights, financial reporting, and limits on indebtedness incurred and liens created.

Governing Law:  
Expiration:

Ohio.

Any obligation of CEF to continue discussions with respect to this proposed financing shall terminate March 31, 2003, subject to extension of the negotiating term for successive 30 day periods upon mutual agreement of CEF and the Issuer. It is CEF's desire to enter into a formal commitment letter, consistent with the terms of this letter, on or

Memorandum of  
Understanding:

before March 31, 2003. In addition, CEF shall have no obligation to continue such discussions if Issuer is not organized and functioning by March 31, 2003 or if Issuer has not formally affirmed the terms of this letter by March 31, 2003.

CEF acknowledges that it is the intention of the City of Cincinnati and the Board of County Commissioners of Hamilton County to attach a true, complete and correct photocopy of this letter to the Memorandum of Understanding between The Board of County Commissioners of Hamilton County, Ohio and The Council of the City of Cincinnati.

## **EXHIBIT A**

### **AMORTIZATION SCHEDULE**

The parties acknowledge that the loan evidenced by the Junior Subordinated Bonds will be funded in installments as needed for construction or other development costs of the center. Until the earlier of full disbursement of the loan or September 30, 2006, only interest shall be due on the outstanding principal amount of the Junior Subordinated Bonds. (Any deferrals of interest shall be subject to the payment and interest accrual provisions set forth above in "Borrowing Rate.") If less than the full \$10,000,000 in Junior Subordinated Bonds is funded, then the following amortization schedule shall be recalculated on the basis of the reduced principal amount.

(refer to attached Schedule 1)

Definition of "Junior Subordinated Bonds-Designated Proceeds": All proceeds of the 3.5% increase in Countywide Hotel-Motel Taxes, of the sum of the April 2002 1.5% increase and the September 2002 1.0% increase in Citywide Hotel-Motel Taxes and of the net City of Cincinnati lease payments of not less than \$1,000,000 per year above the amounts set forth below:

The sum of: Debt Service on Senior Lien Revenue Bonds,

- Plus Payments to the Senior Subordinated Debt Trustee for the Senior Subordinated Bond Fund
- Plus Payments to maintain the Revenue Stabilization Fund (to be used only for Debt Service Payment) at a balance of \$3,000,000
- Plus Payments to Reserves required by the Senior Subordinated Debt Trustee which in any one year shall not exceed 10% of the annual Senior Subordinated Debt service payments

## SCHEDULE 1

### Convention Center

Nominal Annual Rate	2.000	%
Effective Annual Rate	2.015	%
Periodic Rate	0.5000	%
Daily Rate	0.00548	%

<u>Event</u>	<u>Amount</u>	<u>Number</u>	<u>Period</u>
Principal Amount of Junior Subordinated Loans	10,000,000.00	1	
Payment	276,455.19	40	Quarterly

### AMORTIZATION SCHEDULE - Normal Amortization

<u>Payment #</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
1	276,455.19 *	50,000.00 *	226,455.19	9,773,544.81
2	276,455.19	48,867.72	227,587.47	9,545,957.34
3	276,455.19	47,729.79	228,725.40	9,317,231.94
4	276,455.19	46,586.16	229,869.03	9,087,362.91
Year 1 Totals	1,105,820.76	193,183.67	912,637.09	
5	276,455.19	45,436.81	231,018.38	8,856,344.53
6	276,455.19	44,281.72	232,173.47	8,624,171.06
7	276,455.19	43,120.86	233,334.33	8,390,836.73
8	276,455.19	41,954.18	234,501.01	8,156,335.72
Year 2 Totals	1,105,820.76	174,793.57	931,027.19	
9	276,455.19	40,781.68	235,673.51	7,920,662.21
10	276,455.19	39,603.31	236,851.88	7,683,810.33
11	276,455.19	38,419.05	238,036.14	7,445,774.19
12	276,455.19	37,228.87	239,226.32	7,206,547.87
Year 3 Totals	1,105,820.76	156,032.91	949,787.85	
13	276,455.19	36,032.74	240,422.45	6,966,125.42
14	276,455.19	34,830.63	241,624.56	6,724,500.86
15	276,455.19	33,622.50	242,832.69	6,481,668.17

\* Plus any accrued but unpaid interest as of the date the amortization schedule commences.

Interest at the Base Rate of interest shall accrue on all deferred installments of principal and all accrued but unpaid interest. The "Junior Subordinated Bonds – Designated Proceeds" used to service the Junior Subordinated Bonds shall be applied first to deferred installments of principal and accrued but unpaid interest, second to regularly scheduled payments of principal and interest and third to reduce the principal amount of Junior Subordinated Bonds then outstanding.

16	276,455.19	32,408.34	244,046.85	6,237,621.32
Year 4 Totals	1,105,820.76	136,894.21	968,926.55	
17	276,455.19	31,188.11	245,267.08	5,992,354.24
18	276,455.19	29,961.77	246,493.42	5,745,860.82
19	276,455.19	28,729.30	247,725.89	5,498,134.93
20	276,455.19	27,490.67	248,964.52	5,249,170.41
Year 5 Totals	1,105,820.76	117,369.85	988,450.91	
21	276,455.19	26,245.85	250,209.34	4,998,961.07
22	276,455.19	24,994.81	251,460.38	4,747,500.69
23	276,455.19	23,737.50	252,717.69	4,494,783.00
24	276,455.19	22,473.92	253,981.27	4,240,801.73
Year 6 Totals	1,105,820.76	97,452.08	1,008,368.68	
25	276,455.19	21,204.01	255,251.18	3,985,550.55
26	276,455.19	19,927.75	256,527.44	3,729,023.11
27	276,455.19	18,645.12	257,810.07	3,471,213.04
28	276,455.19	17,356.07	259,099.12	3,212,113.92
Year 7 Totals	1,105,820.76	77,132.95	1,028,687.81	
29	276,455.19	16,060.57	260,394.62	2,951,719.30
30	276,455.19	14,758.60	261,696.59	2,690,022.71
31	276,455.19	13,450.11	263,005.08	2,427,017.63
32	276,455.19	12,135.09	264,320.10	2,162,697.53
Year 8 Totals	1,105,820.76	56,404.37	1,049,416.39	
33	276,455.19	10,813.49	265,641.70	1,897,055.83
34	276,455.19	9,485.28	266,969.91	1,630,085.92
35	276,455.19	8,150.43	268,304.76	1,361,781.16
36	276,455.19	6,808.91	269,646.28	1,092,134.88
Year 9 Totals	1,105,820.76	35,258.11	1,070,562.65	
37	276,455.19	5,460.67	270,994.52	821,140.36
38	276,455.19	4,105.70	272,349.49	548,790.87
39	276,455.19	2,743.95	273,711.24	275,079.63
40	276,455.19	1,375.56	275,079.63	0.00
Year 10 Totals	1,105,820.76	13,685.88	1,092,134.88	
Grand Totals	11,058,207.60	1,058,207.60	10,000,000.00	

Last interest amount increased by 0.16 due to rounding.